

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

Brenda Chisholm,)
Plaintiff,)
vs.) Case No. 04-0347-CV-W-FJG
Phillip D. Smith, and)
Little Beaver Trucking, Inc.,)
Defendants.)

**ORDER AND JUDGMENT APPROVING WRONGFUL DEATH
SETTLEMENT AND DISMISSING CASE WITH PREJUDICE**

The Court finds that the proposed settlement in the amount stated in the Settlement Agreement and General Release between defendants Philip D. Smith and Little Beaver Trucking, Inc. ("defendants"), and plaintiff Brenda Chisholm, the wife of the decedent, Danny Chisholm ("plaintiff"), and Brandi Beaman and Joey G. Chisholm, the children of Danny Chisholm, is fair and reasonable and should be approved. The Court further finds that all parties and persons interested in the proceedings, pursuant to Mo.Rev.Stat. § 537.080, have been fully notified pursuant to Mo.Rev.Stat. § 537.095, and have submitted duly authorized affidavits to this Court on this date. Additionally, the Court finds that a Settlement Agreement and General Release between plaintiff and defendants has been entered into in good faith to settle all claims between the parties as set forth in the Settlement Agreement and General Release pursuant to Mo.Rev.Stat. § 537.060.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Brenda Chisholm is over the age of twenty-one years, is the wife of Danny Chisholm, deceased, and Brandi Beaman and Joey G. Chisholm are the children of Danny Chisholm, deceased, are entitled to bring this wrongful death action relating to the death of Danny Chisholm and pursuant to Mo.Rev.Stat. § 537.080, they are entitled to proceeds of this settlement.

2. The proposed Settlement Agreement and General Release adopted and incorporated by reference herein, has been submitted to the Court and the Court

approves the settlement Agreement and General Release.

3. The total settlement in the amount agreed to by the parties in the Settlement Agreement and General Release is approved and Judgment is hereby entered in the amount identified in the Settlement Agreement and General Release which is filed herewith under seal to protect the interests of all the parties to this Settlement Agreement and General Release.

4. Attorneys' fees and expenses and costs of litigation as authorized by the Contingent Fee Contract are approved and are ordered paid from the settlement proceeds.

5. The amount of the settlement to be used to satisfy the workers' compensation lien is approved and is ordered paid from the settlement proceeds.

6. That plaintiff shall receive the distribution of the settlement proceeds remaining after attorney fees and expenses are deducted as provided in the Settlement Agreement and General Release.

7. All issues raised by the proposed Settlement Agreement and General Release have been submitted to the Court and the parties to the agreement have knowingly waived their rights to any additional jury trial and to any appeal therefrom.

8. The parties are authorized and directed to execute the Settlement Agreement and General Release in favor of defendants as specified in the Settlement Agreement and General Release.

9. The plaintiff is ordered to give receipt for the payments described herein and provide an accounting for the proceeds.

10. Judgment is entered in accordance with this Order.

11. The case is dismissed with prejudice, each party to bear its own costs.

/s/Fernando J. Gaitan, Jr.
United States District Judge

Dated: March 30, 2006
Kansas City, Missouri